## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

					1. CON	TRACT ID CODE	PAGE C	OF PAGES	
2. AN	MENDMENT/MODIFICATION NO.	OMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHAS				REQ. NO. 5. PROJECT NO. (If applicable)			
0	01	June 27, 2008							
6. ISS	ARCHITECT OF THE United States Capitol Washington, D.C. 20515	CAPITOL	7. ADDRESS AMENDMENT/MODIFICATION TO Architect of the Capitol Procurement Division Ford House Office Building Attn: John Friedhoff Room H2-263 Second and "D" Streets, S.W. Washington, DC 20515						
8. NA	ME AND ADDRESS OF CONTRACT	OR (No., Street, C		9A. AMENDMENT OF SOLICITATION NO. RFP080041  9B. DATED (See Item 11) 6/6/2008					
	9				10A. 1	MODIFICATION OF NO.	CONTRAC	T/ORDER	
CODI	3		FACILITY CODE		10B. I	DATED (See Item 13	)		
SUBJ	ECT: Integrated Pest Management Progr	am				- Xeres			
		11. THIS I	TEM ONLY APPLIES TO	AMENDMENTS OF SOLICI	ITATIONS				
The a	bove numbered solicitation is amended a	as set forth in Item	14. The hour and date specifi	ed for receipt of offers is not ex	tended.				
Offers	must acknowledge receipt of this amend	dment prior to the l	nour and date specified in the	solicitation or as amended, by or	ne of the following	ng methods:			
ACK RESU	completing Items 8 and 15, and return_ iment number and its date; or ©) By sep NOWLEDGMENT TO BE RECEIVE JLT IN REJECTION OF YOUR OFF elegram or letter make reference to the s	carate letter or teleged AT THE PLACER. If by virtue of	gram which includes a reference CE DESIGNATED FOR THE of this amendment you desire to	te to the solicitation and amenda HE RECEIPT OF OFFERS P o change an offer already submit	ment numbers. F RIOR TO THE itted, such change	AILURE OF YOUR HOUR AND DATE may be made by tel	R E SPECIFIE	D MAY	
12. A	CCOUNTING AND APPROPRIATION	N DATA (If require	ed)			2			
				DIFICATIONS OF CONT DER NO. AS DESCRIBE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. ITEM 10A.							R NO. IN		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							riation	
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:								
D. OTHER (Specify type of modification and authority)									
E. IN	PORTANT: Contractor is required to	sign this document	and return it to the issuing off	ice.					
14. E	ESCRIPTION OF AMENDMENT/MO	DIFICATION	all a						
1.	SEE CONTINUATION PAGES.								
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.									
i a									
15A.	NAME AND TITLE OF SIGNER (Typ	e or print)		16A. NAME AND TITLE O	OF CONTRACT	ING OFFICER (Type	or print)		
15B.	CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA		16C. DATI	E SIGNED	
				Ву		11			
	(Signature of person authorized to si	gn)	1	(Signature	of Contracting O	fficer)			

The descriptions on page 4 and page 5, for items 26 and item 31 dates are corrected to read October 1, 2008 through September 30, 2009. The base year for all performance on this contract is the same time period of October 1, 2008 through September 30, 2009. The Section B in solicitation RFP080041 is replaced by the attached Section B.

Section F - FAR Clause 52.252-2 Clauses Incorporated by Reference (FEB 1998) is deleted entirely since no clauses are referenced in that section.

Section I - FAR Clause 52.217-9 Option to Extend the Term of the Contract (MAR 2000), The total duration of this contract including the exercise of any option under this clause shall not exceed 5 years.

Section L - Last page clause AOC52.237-1 Site Visit (AUG 2005) is deleted for the entire clause. Please direct any questions regarding the subject solicitation to me at my e-mail address <u>ifriedho@aoc.gov</u> by July 8, 2008 at 3:00 PM that is the deadline for any questions regarding this solicitation from any potential contractor.

Questions and answers are provided below concerning this solicitation:

1. Has this job ever gone out to bid before?

Yes.

2. When was the last contract effective (Dates of Contract).

The current and last contract effective dates are from April 1, 2004 through September 30, 2008.

3. Winning Contract Name and the Winning Bid amount.

The winning contractor was Triple S. Termite and Pest. The base year contract amount was \$29,276.00.

4. If possible I would like to see the Bid Tabulation results for the past/current contract.

No bid tabulation results are available sine the last contract was a negotiated procurement.

5. Last Service Date.

The service dates are at least monthly.

6. Have there been any changes to the scope of work since the last contract?

Yes.

7. Could you tell me what was the number of years the last contractor had this contract, and the total awarded amount for this solicitation on the last contract?

The last and current contractor has performed these services for approximately 15 years.

The total amount awarded to the current contractor for these services including all option years is \$356,204.00.

The following notice, Continuing Contract Performance During a Pandemic Influenza or other National Emergency is added to the subject solicitation:

In accordance with guidance from the Homeland Security Council, all federal agencies have been developing plans for keeping our government workforce operational during a pandemic influenza or other emergency periods. The Occupational Health and Safety Administration (OSHA) has provided a directive relative to preparation for an influenza pandemic and includes engineering controls (e.g. sneeze guards, negative pressure

RFP080041-001 Page 3

rooms), administrative controls (e.g. teleconferencing), work practices (e.g. tissues, no-touch trash cans, hand soap, etc.) and personal protective equipment (e.g.masks or respirators). This directive can be identified by the name: OSHA 3327-02N 2007. The document can be found in its entirety on the internet at: <a href="http://www.osha.gov/Publications/influenza\_pandemic.html">http://www.osha.gov/Publications/influenza\_pandemic.html</a>.

During a Pandemic or other emergency, the Architect of the Capitol (AOC) understands that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

• Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.

## Page 3

- Contractors should cross-train workers as backup for all positions performing critical services.
   This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employees, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.

- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the AOC to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the AOC in estimating the adverse impacts of nonperformance and to work diligently with the AOC to develop a strategy for maintaining the continuity of operations.

The AOC does reserve the right in such emergency situations to use federal employees, employees of other federal agencies, contract support from other existing AOC contractors, or to enter into new contracts for critical support services.

Normal Capitol Complex operations are, at irregular and unanticipated times, interrupted due to events that can occur on the Capitol Complex, e.g., funerals that utilize the Rotunda, closure of Congressional buildings due to unusual activities, etc. These can impact AOC contractor operations. Any AOC contractor that becomes aware of an event that may affect its operations on the Capitol Complex may go to <a href="www.aoc.gov/business/contractors/">www.aoc.gov/business/contractors/</a> to receive current information of the operational status of the Capitol Complex.

Distribution:

Contract File COTR

## Section B - Supplies or Services and Prices/Costs

Integrated Pest Management Program

## **BASE**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc
1	PEST CONTROL FOR THE HART, DIRKSEN, AND RUSSELL SENATE OFFICE BLDGS (BASE YEAR)	Total : 12.00	МО	\$	\$
	Description:		-		
2	PEST CONTROL FOR THE SENATE RESTAURANT (BASE YEAR)	Total: 12.00	МО	\$	\$
	Description:				
3	PEST CONTROL FOR WEBSTER HALL (BASE YEAR)	Total : 12.00	МО	\$	\$
	Description:				
4	PEST CONTROL FOR BLUE PLAINS FURNITURE WAREHOUSE (BASE YEAR)	Total : 12.00	МО	\$	\$
	Description:			77	
5	PEST CONTROL FOR MAIL FACILITY IN LANDOVER (BASE YEAR)	Total : 12.00	МО	\$	\$
	Description:				
6	PEST CONTROL FOR THE HART, DIRKSEN, AND RUSSELL SENATE OFFICE BLDGS (OPTION YEAR 1)	Total : 12.00	МО	\$	\$
	Description:		'		
7	PEST CONTROL FOR THE SENATE RESTAURANT (OPTION YEAR 1)	Total : 12.00	МО	\$	\$
	Description:				
8	PEST CONTROL FOR WEBSTER HALL (OPTION YEAR 1)	Total : 12.00	МО	\$	\$
	Description:				
9	PEST CONTROL FOR BLUE PLAINS FURNITURE	Total : 12.00	МО	\$	\$

	WAREHOUSE (OPTION YEAR 1)							
	Description:							
10	PEST CONTROL FOR MAIL FACILITY IN LANDOVER (OPTION YEAR 1)	Total: 12.00	МО	\$	\$			
	Description:							
11	(OPTION YEAR 4)	Total : 12.00	МО	\$	\$			
	Description:							
12	PEST CONTROL FOR THE SENATE RESTAURANT (OPTION YEAR 2)	Total : 12.00	МО	\$	\$			
	Description:		Ti I					
13	PEST CONTROL FOR WEBSTER HALL (OPTION YEAR 2)	Total : 12.00	МО	\$	\$			
	Description:							
14	PEST CONTROL FOR BLUE PLAINS FURNITURE WAREHOUSE (OPTION YEAR 2)	Total : 12.00	МО	\$	\$			
	Description:							
15	PEST CONTROL FOR MAIL FACILITY IN LANDOVER (OPTION YEAR 2)	Total : 12.00	МО	\$	\$			
	Description:							
16	PEST CONTROL FOR THE HART, DIRKSEN, AND RUSSELL SENATE OFFICE BLDGS (OPTION YEAR 3)	Total : 12.00	МО	\$	\$			
	Description:							
17	PEST CONTROL FOR THE SENATE RESTAURANT (OPTION YEAR 3)	Total : 12.00	МО	\$	\$			
	Description:							
18	PEST CONTROL FOR WEBSTER HALL (OPTION YEAR 3)	Total: 12.00	МО	\$	\$			
	Description:				•			
19	PEST CONTROL FOR BLUE PLAINS FURNITURE WAREHOUSE (OPTION YEAR 3)	Total : 12.00	МО	\$	\$			

	Description:							
20	PEST CONTROL FOR MAIL FACILITY IN	Total : 12.00	МО	\$	\$			
	LANDOVER (OPTION YEAR 3)							
	Description:							
21	PEST CONTROL FOR THE HART, DIRKSEN, AND	Total : 12.00	МО	\$	\$			
	RUSSELL SENATE OFFICE BLDGS (OPTION YEAR							
9	4)							
	Description:							
22	PEST CONTROL FOR THE SENATE RESTAURANT	Total : 12.00	МО	\$	\$			
	(OPTION YEAR 4)							
	Description:							
23	PEST CONTROL FOR BLUE PLAINS FURNITURE	Total : 12.00	МО	\$	\$			
	WAREHOUSE (OPTION YEAR 4)							
	Description:							
24	PEST CONTROL FOR WEBSTER HALL (OPTION	Total: 12.00	МО	\$	\$			
	YEAR 4)							
	Description:							
25	Pest Control for Blue Plains Furniture Warehouse(Option 4)	Total: 12		\$	\$			
	Description:							
26	PEST CONTROL FOR MAIL FACILITY IN	Total: 12.00	МО	\$	\$			
	LANDOVER (OPTION YEAR 4)							
	Description:							
27	Pest Management Service	Total: 12.00	EA	\$	\$			
	Description:Base - Pest Management Service for the Ca	pitol Building; October	1,2008 throu	igh Septembe	er 30, 2009			
28	Pest Management Service	Total : 12.00	EA	\$	\$			
	Description:Option Year 1							
29	Pest Management Service	Total: 12.00	EA	\$	\$			
	Description:Option Year 3							
30	Pest Management Service	Total : 12.00	EA	\$	\$			
-	Description:Option Year 4							
31	Pest Management Service	Total : 12.00	EA	\$	\$			

2	Pest Management Service	Total: 12.00	EA	\$	\$			
	Description:Option Year 1				- <del></del>			
3	Pest Management Service	Total : 12.00	EA	\$	\$			
	Description:Option Year 3		•	82	Α.			
4	Pest Management Service	Total : 12.00	EA	\$	\$			
	Description:Option Year 4							
5	Pest Management Service	Total : 12.00	EA	\$	\$			
	Description:Option Year 2							
6	Pest Management Services for FY 09, HOB	Total : 0.00	МО	\$	\$			
	Description:							
7	Pest Management Services for FY 09 House Rest.	Total : 0.00	МО	\$ ,	\$			
	System							
	Description:							
8	Option Year No. 1 for the period Oct. 1, 2009 through	Total : 0.00	МО	\$	\$			
	Sept. 30, 2010.							
	Description:HOB							
9	Option Year 1 for the period Oct. 1, 2009 through	Total: 0.00	МО	\$	\$			
	Sept. 30, 2010.							
	Description:House Rest. System.				22			
0	Option Year No. 2 for the period Oct. 1, 2011 through	Total : 0.00	МО	\$	\$			
	Sept. 30, 2012.							
	Description:HOB							
11	Option Year No. 2 for the period Oct. 1, 2011 through	Total : 0.00	МО	\$	\$			
	Sept. 30, 2012							
	Description: House Rest. System.							
2	Option Year No. 3 for the period Oct. 1, 2012 through	Total : 0.00	МО	\$	\$			
	Sept. 30, 2013.							
	Description:HOB							
13	Option Year No. 3 for the period Oct. 1, 2012 through	Total : 0.00	МО	\$	\$			

	Description:House Rest. System.			
44	Option Year No. 4 for the period Oct. 1, 2013 through Sept. 30, 2014.	Total : 0.00	МО	\$ \$
	Description:HOB.		•	'
45	Option Year No. 4 for the period Oct. 1, 2013 through Sept. 30, 2014.	Total : 0.00	МО	\$ \$
	Description:House Rest. System.			

Lump-Sum Price for Base	\$